

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
O. O. C. J.**

SUMMARY SUIT NO.3110 OF 2002

|                  |               |
|------------------|---------------|
| Pankaj M. Patel. | ...Plaintiff. |
| Vs.              |               |
| Dhananjay Sathe. | ...Defendant. |

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Ms.Kavita Shah for the Plaintiff.  
Mr. Pankaj Kansara i/b. Kansara & Thanekar for the Defendant

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**CORAM : DR.D.Y.CHANDRACHUD, J.**  
16<sup>th</sup> April 2007.

**P.C.:**

The suit under Order 37 of the Code of Civil Procedure, 1908 is founded on a Bill of Exchange accepted by the Defendant. Under the conditional order that was passed on 14<sup>th</sup> September 2004 in the Summons for Judgment, the Defendant was required to pay a sum of Rs.50,000/-. The appeal against the judgment of the Learned Single Judge was dismissed by the Division Bench on 8<sup>th</sup> June 2005, but time to deposit was extended by a period of four weeks. Counsel appearing on behalf of the Defendant does not dispute the factual position that the amount has not been deposited. A certificate of non-deposit issued by the Master and Assistant Prothonotary on 24<sup>th</sup> December 2004, has been placed on the record.

The original of the Bill of Exchange has been reported to

be lost. In terms of the provisions of Order 7 Rule 16 of the Code of Civil Procedure, 1908 the indemnity tendered by the Plaintiff on 3<sup>rd</sup> December 2005 is accepted.

A compilation of the original documents on the basis of which the suit has been instituted has been tendered on the record. The claim of the Plaintiff is duly established. The suit shall accordingly be decreed in terms of prayer clause (a), save and except with the modification that the Plaintiffs shall be entitled to interest at the rate of 9% per annum from the date of the institution of the suit until payment or realization.

Refund of Court fee, if any, as per rules.

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